

LABOUR DEPARTMENT

The 3rd April, 1975

No. 2822-41-75/11450.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s United Oil Mill Machinery and Spares Pvt. Ltd., Ballabgarh.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 60 of 1974

between

THE WORKMEN AND THE MANAGEMENT OF M/S UNITED OIL MILL MACHINERY AND SPARES PRIVATE LIMITED, BALLABGARH

Present—

Shri Sunhari Lal, for the workman.

Shri S. L. Gupta, for the management.

AWARD

By order No. ID/FD/74/13324, dated 17th May, 1975, of the Governor of Haryana, the following dispute between the management of M/s United Oil Mill Machinery and Spares Private Limited, Ballabgarh, and its workmen was referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the workers are entitled to the grant of dearness allowance? If so, at what rate?

The parties were called upon to put in their respective pleadings. They have arrived at an amicable settlement as per terms and conditions given in the memorandum of settlement dated 24th January, 1975, which is signed by five representatives of the workmen including Sarvshri Sunhari Lal, Ramesh Kumar Chowhan, General Secretary, Sri Chand, Secretary, Radhey Sham, Propaganda Secretary and Amar Singh, Office Secretary. The Directors of the Company Sarvshri L. K. Gandhi, R. K. Gandhi, K. L. Anand have signed on behalf of the management besides the Works Manager Shri N. C. Bhattacharia. Statements of the parties have been recorded and they have sworn to the correctness of the memorandum of settlement, Ex. M-1.

In view of the above, no further proceedings are necessary and the award is given as in terms and conditions of the memorandum of settlement, Ex. M-1, which shall form part of the award. There shall be no order as to costs.

Dated the 14th February, 1975.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 391, dated the 3rd March, 1975

Forwarded (four copies) to the Secretary to Government, of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 3rd March, 1975

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Settlement between the workmen and the Management of United Oil Mills Machinery and Spares Private Limited, Ballabgarh, under section 18(1) of the Industrial Disputes Act, 1947.

Short recital of the case

Whereas some disputes are existing between the workmen and the management of the factory and whereas the dispute of Dearness Allowance etc. is pending before the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, and whereas the workmen of the factory have authorised the following workmen to execute a settlement with the management, through a letter of authority, which is Annexure 'A' with this Settlement:—

Shri Sunhari Lal.

Shri Ramesh Kumari Chowhan.

Shri Sri Chand.

Shri Radhey Shayam.

Shri Amar Singh.

Terms of Settlement

- (1) That the management has agreed to pay an *ad hoc* benefit of Rs. 25 (Rupees twenty-five only) per month to each workman of the factory towards Dearness Allowance with effect from 1st day of January, 1975.
- (2) That the management has further agreed to pay to the workmen Tea Allowance of Paise Fifty per day, on such days, the workman attend his duty in the factory. No such allowance will be paid in case the workman is not physically present in the factory.
- (3) That the management has agreed to provide aprons to the workmen and by meeting this demand, the demand for uniforms is fully satisfied.

That this settlement will remain in force for a period of one year from the date of settlement and during the operation of this settlement, the workmen or their Union will not have the right to raise any demand whatsoever involving financial expenses by the management.

That the workmen undertake to work sincerely, maintain discipline and to do every thing to maximise the production in the factory. They also undertake that they will not resort to go slow, tool down strike or strike during the pendency of this settlement.

Both the parties sign this settlement in token of their having accepted the terms of this settlement in letter and spirit, this 24th day of January, 1975, at Ballabgarh.

Signatures of the representatives
of the workmen—

- (1) (Sd.) . . .
- (2) (Sd.) . . .
- (3) (Sd.) . . .
- (4) (Sd.) . . .
- (5) (Sd.) . . .

Signature of the representatives
of the management.—

- (Sd.) . . .
- (Sd.) . . .
- (Sd.) . . .
- (Sd.) . . .

The 4th April, 1975

No. 3280-4L-75/11454.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s Haryana Roadways, Rohtak.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA ROHTAK

Reference No. 203 of 1972

between

SHRI HOSHAR SINGH AND THE MANAGEMENT OF HARYANA ROADWAYS,
ROHTAK

Present—

Shri S. N. Vats, for the workman.

Shri Suresh Chander, for the management.

AWARD

Shri Hoshar Singh, workman concerned, was in the service of Haryana Roadways, Rohtak, as a Conductor. On 12th May, 1971, he was on duty on bus No. 2035 on Dadri Jhajjar route. According to the management the bus was checked by the Flying Squad at some distance from village Bahrar when 6 passengers were allegedly found without tickets. The Flying Squad took away the unpunched tickets from the Conductor who was given the charge-sheet, dated 19th May, 1971, that he had charged Rs. 3.90 from the said 6 passengers as the fare from Dadri to Mali was and was, therefore, guilty of misappropriation of Government money. He denied the above charge. However, an enquiry was said to have been conducted into the matter in which he was found guilty and after considering the findings of the Enquiry Officer, his services were terminated,—vide order dated 21st September, 1971, of the General Manager, Haryana Roadways, Rohtak. Feeling aggrieved, he demanded reinstatement but without success. The conciliation proceedings, started on his demand notice dated 19th February, 1972, also ended in failure.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 referred the above dispute for adjudication to this court vide order No. ID/RK/182-B-72/32292-96, dated 22nd August, 1972, with the following term of reference.

Whether the termination of services of Shri Hoshiar Singh was justified and in order? If not, to what relief is he entitled?

The parties put in their respective pleadings. The management alleged that he was found guilty of the aforesaid charge of misconduct by misappropriating the Government money and was, therefore, not fit to be kept in service. On the other hand, the workman pleaded his innocence and stated that, as a matter of fact, the 6 passengers in question had boarded the bus from village Bahror which was already over loaded and he was in process of issuing tickets to the passengers when the Flying Squad arrived and checked the bus. He specifically denied the charge that he had collected the fare from the said 6 passengers. It was further contended that the so-called enquiry was not properly conducted and he was not given adequate opportunity of defending himself.

From the pleadings of the parties, the issue that arose for determination in the case was precisely the same as per the order of reference stated above.

The management has relied upon the enquiry proceedings and Shri Kashmiri Lal Deputy Clerk M. W. 1 has been examined as a solitary witness in the case.

He has proved 9 documents including the letter of appointment of the Traffic Manager as the Enquiry Officer Exhibit M. 1 letters fixing the dates of enquiry Exhibits M. 2 to M. 5, the enquiry proceedings consisting of the statements of Shri Karan Singh one of the passengers in the bus Exhibit M. 6, Shri O. P. Sharma Inspector (Flying Squad) Exhibit M. 7 and M. 8 and the final show cause notice dated 13th August, 1971 Exhibit M. 9.

On the other hand, Shri Hoshiar Singh workman concerned besides making his own statement as W. W. 3 has examined 2 more witnesses Shri Karan Singh W. W. 1 and Shri Balbir Singh ex-Surpanch W. W. 2. He has not relied upon any documents.

The case has been fully argued on both sides and I have given a careful and considered thoughts to the facts on record. As already observed, the services of the workman concerned have been terminated on the charge of misconduct by misappropriating a sum of Rs. 3/90 being the fare of 6 passengers from Charkhi Dadri to Maliawas which he had collected from them without issuing any ticket. This charge was specifically denied by the workman concerned. The burden was naturally upon the management to establish this charge by bringing on record cogent and convincing evidence to the effect that the said offence had been really committed by this workman and a proper enquiry had been held after giving him full opportunity of defending himself before taking the impugned action of terminating his services. But on a careful scrutiny of the entire evidence produced on both sides, I find that the management has not succeeded in discharging this burden as would be clear from the discussions that follows.

The case of the present workman from the very beginning, in the explanation submitted to the charge-sheet and in the statement made before the Enquiry Officer was that he had not collected the fare from 6 passengers in question who had actually boarded the bus at bus stop of village Bahror when the bus was already over loaded. According to him, he was still in the process of issuing tickets to the passengers when the Flying Squad stopped the bus at a short distance from village Bahror. He has further stated that he had, in fact, objected to the boarding of the bus by the said 6 passengers as it was already over loaded but they had insisted of doing so as they have to join some marriage party. The statement of one of the said passengers Karan Singh is stated to have been recorded by the Enquiry Officer. This very witness has been examined by Shri Hoshiar Singh in the present proceedings alongwith another witness Shri Balbir Singh ex-Surpanch. Both these witnesses have fully supported the version of Shri Hoshiar Singh Conductor and refuted the allegations levelled against him by the management. According to their sworn testimony, six persons including them had boarded the bus from village Bahror as they had to join some marriage party but at short distance they were asked to get down by the checking staff when 5 of them had actually got down but the 6 persons who was an old men remained sitting in the bus and all the 6 of them had told the checking staff that they had actually got into the bus at village Bahror and were going to village Maliawas. They have further deposed that although the fare from village Bahror to Maliawas was 20 Paise the checking Inspector charge 65 paise each from them stating that they had actually travelled into the bus from Charkhi Dadri ignoring their repeated protest that they had actually got into the bus at village Bahror. Nothing has been brought on record to indicate that these two witnesses were in any way related to or interested in Shri Hoshiar Singh Conductor and would come forward to make false statement to support him. Their statements on oath can not, therefore, be disbelieved.

There is another aspect of the case which deserves consideration for the proper determination of the matter in issue. The law is well settled. No one can be condemned before being properly heard. Even if it be assumed for the sake of arguments that the checking staff had any suspicion about the Conductor, the workman concerned ignoring the unanimous version of the 6 passengers in question a proper enquiry should have been held against him after giving him adequate opportunity of defending

himself, but that does not seem to be the case here. On the earlier 2 dates of hearing fixed for 28th June, 1971,—*vide* letter dated 24th June, 1971 and 22nd July, 1971 fixed,—*vide* letter dated 14th July, 1971, the Enquiry Officer was not available. The enquiry was then fixed for 4th August, 1971 and the letter of this date of enquiry was issued on 2nd August, 1971. According to the workman he had received this letter only on 4th August, 1971, on which date the enquiry was to be held. Manifestly, the workman had no sufficient and reasonable time to prepare his case for defending himself against the charge of misconduct levelled against him by the management. He has further stated that the statement of Shri Karan Singh was actually recorded on 4th August, 1971 although according to the enquiry record this witness was examined on 6th August, 1971. Even if that be true, the time given to him to produce his defence was too short.

So, taking into consideration all the facts and the circumstances of the case, I am of the considered view that no proper enquiry into the said charge of misconduct was held against the present workman and the charge stands further falsified by 2 independent witnesses who have fully supported the version of the Conductor that they had boarded the bus from village Bahrar and he had not collected any fare from them before the bus was checked by the Flying Squad at a short distance from Bahrar. In the circumstances, there was no justification for taking the impugned action of termination of the services of the workman concerned. The learned representative of the management has not been able to satisfy me to the contrary. The issue involved is, therefore, decided against the management, holding the termination of the services of the workman concerned to be unjustified and not in order and, in the result, he is entitled to reinstatement with continuity of his previous service but not any back wages as he has not stated a word himself, what to speak of leading any other evidence, that he has not been gainfully employed during the intervening period. The award is accordingly made but without any order as to costs.

Dated the 17th March, 1975.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 708 dated the 21st March, 1975

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

M. SETH, Commissioner and Secy.

ANIMAL HUSBANDRY DEPARTMENT

The 16th March, 1975

No. 10358 AH (3)-74/6441.—The Governor of Haryana is pleased to absorb and appoint the following V. A. Ss. Veterinary Assistant Surgeons) who were previously appointed as Vety. Assistant Surgeon (apprentices) through Haryana Public Service Commission under Half-a million Job programme, in an officiating capacity, in H. V. S. II (Junior Scale), in the scale of Rs. 350—25—500/30—550/30—800, from the date noted against each. Their *inter se* seniority shall be according to the order of merit assigned to them by the Haryana Public Service Commission, Irrespective of the date of joining: —

Serial No.	Name	Place of posting	Date of joining
1.	Shri Kitab Singh	H. V. V. I., Hissar	7th September, 1974
2.	Shri Narinder Kumar Khurana	G. L. F., Hissar	14th August, 1974
3.	Sh. Satyavir Singh Hooda	R. A. I. C., Tosham	26th August, 1974

Serial No.	Name	Date of posting	Date of joining
4.	Sh. Shiam Sunder Thukral	R. A. I. C., Jui	14th August, 1974
5.	Sh. Rajinder Singh	R. E. Scheme, Rohtak	14th August, 1974
6.	Sh. Ved Pal Nehra	I. C. D. P., Karnal	26th August, 1974
7.	Sh. Anil Kumar Saxena	A. I. C., Jatusana	10th September, 1974
8.	Shri Raj Singh	R. A. I. C., Uchana (Jind)	17th August 1974
9.	Sh. Shamsher Singh	A. I. C., Narnaul	29th August, 1974
10.	Sh. Ramdhari Rana	P. T. S., Hissar	8th October, 1974
11.	Sh. Bahadur Singh Sisodia	I. C. D. P., Gurgaon	26th August, 1974
12.	Sh. Devki Nandan	Sheep and Wool Extension Centre Khedar (Hissar)	21st August, 1974
13.	Sh. Vishwa Mitter Dhawan	R. A. I. C., Pundri (Kurukshetra)	5th September, 1974
14.	Sh. Dharam Pal	I. C. D. P., Gurgaon	26th August, 1974
15.	Sh. Ishwar Singh Narwal	R. E. Scheme Vigilance Unit, Karnal	21st August, 1974
16.	Sh. Kashmir Lal Rawal	P. T. S., Hissar	17th August, 1974
17.	Sh. Ram Chand Chugh	R. V. A. S. Ambala City	17th August, 1974
18.	Sh. Anoop Singh	Sheep and Wool Extension Centre, Paragudha (Hissar)	20th August, 1974

V. P. JOHAR,

Financial Commissioner and Secy.

PUBLIC WORKS DEPARTMENT
IRRIGATION BRANCH

The 15th April, 1975

No. 2828-1-PW-II-75/12845.—In exercise of the powers conferred by sub-section (1) of section 5-A of the Punjab Betterment Charges and Acreage Rates Act, 1952 (Punjab Act No. 2 of 1953), the Governor of Haryana, hereby fixes the following rates of advance payment of betterment charges for Rabi 1974-75 in respect of matured areas included in the Bhakra Nangal Project, the Western Jumna Canal Remodelling Project, Rewari Lift Scheme, Gurgaon Canal Project, Jui Lift Irrigation Scheme, B. N. Chakravarty (Sewan) Lift Irrigation Scheme, Indira Gandhi (Lohana) Lift Irrigation Scheme and Jhajjar Lift Irrigation Scheme, namely:—

	Rates per matured acre	
	Gravity flow irrigation or Lift irrigation at Government expenses.	Lift Irrigation maintained and operated by land owners.
	Rs	Rs
1. Areas which will ultimately receive perennial Irrigation.	10.00	5.00

	Rate per matured acres	
	Gravity flow Irrigation or Lift irrigation at Government expenses	Lift Irrigation maintained and operated by Land owners
2. Areas which will ultimately receive non-perennial Irrigation ..	5.00	2.50
3. Areas which will ultimately receive restricted perennial irrigation ..	7.50	3.75
4. Areas where the type of irrigation is to remain the same but ultimately there is to be an improvement in capacity factor in intensity or water allowances ..	2.50	1.25
5. Areas where non-perennial irrigation is ultimately to be converted into perennial irrigation ..	5.00	2.50
6. Areas where non-perennial irrigation is ultimately to be converted into restricted perennial irrigation ..	2.50	1.25

Provided that :—

- (i) in the case of Chahi lands in such areas, the rates of advance payment of betterment charges shall be half of the above rates.
- (ii) on the areas under subqarauni where no crop is grown but occupiers rates are charged, the advance payment of betterment charges shall not be levied.
- (iii) where there has been a failure of crop in any area and occupiers rates have been remitted, the advance payment of betterment charges on such areas shall be remitted proportionately.
- (iv) advance payment of betterment charges shall not be levied on area under fodder crops, subject to maximum of 10% of the total matured area of each individual landowner.
- (v) advance payment of betterment charges shall not be levied on area matured under "wadh water", and in case where two successive crops have been sown and matured in a field in the same harvest, advance payment of betterment charges for the harvest shall be charged once only.

P. P. CAPRIHAN,
for Commissioner and Secy.

PUBLIC HEALTH BRANCH

The 4th April, 1975

No. 2509-PWIII(I)-75/12244.—In pursuance of Rule 9 of the Punjab Service of Engineering, Class II, Public Works Departments, (Public Health) Rules, 1966, the Governor of Haryana, is pleased to declare the following officers suitable for promotion and appointment to the Haryana Service of Engineers, Class II, Public Works Department (Public Health Branch) and appoint them to Class II, in Public Works Department (Public Health Branch) with effect from the date noted against each:—

Sr. No.	Name of officer	Date of appointment
1.	Shri Des Raj Sethi	6-11-1970
2.	Shri Ved Parkash Gupta	4-11-1970

2. The inter-se-seniority of the aforesaid officers shall be notified later on.

A. BANNERJEE, Secy.